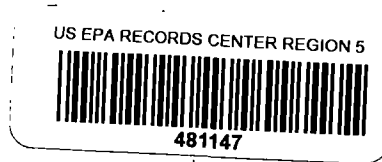


**Indiana Michigan
Power Company**
One Summit Square
P.O. Box 60
Fort Wayne, IN 46801
219 425 2111



Larry L. Johnson, Esq.
Associate Regional Counsel
USEPA
Office of Regional Counsel (CS-29A)
77 W. Jackson Blvd.
Chicago, IL 60604

June 16, 1995

Donald L. Baker
Environmental Affairs Director
219 425 2118

Dear Mr. Johnson:

Indiana Michigan Power Company (I&M) received your letter dated June 9, 1995, regarding the need for USEPA to access property around the Himco site in Elkhart, Ind. The enclosed signed agreement grants the requested access for the purpose of remedial design activities.

Feel free to call me if anything further is needed.

Very truly yours,

A handwritten signature in cursive script that reads 'Donald L. Baker'. There is a small mark below the signature that appears to be 'DLB'.

Donald L. Baker
Environmental Affairs Director

DLB/sdb/johnson

Indiana Michigan
Power Company
One Summit Square
P.O. Box 60
Fort Wayne, IN 46801
219 425 2111



RIGHT-OF-ENTRY FOR SURVEY & EXPLORATION

Himco Landfill Site
(Project)

Mr. Donald L. Baker
Environmental Affairs Director
Indiana Michigan Power Company
P. O. Box 60, One Summit Square
Ft. Wayne, Indiana 46801

The undersigned, hereinafter called the "Owner," hereby grants to the **UNITED STATES OF AMERICA**, hereinafter called the "Government," a permit or right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands herein described at any time within a period of eighteen (18) months from the date of this instrument in order to perform the remedial design for a groundwater monitoring system to ensure that contaminants from the adjacent Himco Landfill Site do not migrate offsite, including the right to perform soil borings, obtain groundwater and surface water samples, obtain subsurface and surface sediment samples, and survey the locations of same.

2. The permit includes the right of ingress and egress on the lands of the Owner described below.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this permit or right-of-entry.

4. The Government agrees to be responsible for damages arising from the activity of the Government, its officers, employees, or representatives on said land, in the exercise of rights under this permit or right-of-entry, either by repairing such damage or at the option of the Government by making an appropriate settlement with the Owner in lieu thereof.

5. If aircraft flights over said lands, or entry upon the land by means of helicopter or other type aircraft, are necessary, the Government shall inform the Owner, in advance, of each such flight or entry.

6. This permission is given voluntarily and without threats or promises of any kind.

7. The land affected by this permit or right-of-entry is located in the State of Indiana, County of Elkhart, and is described as follows:

All that property containing 3.823 acres conveyed to Indiana & Michigan Electric Company (now Indiana Michigan Power Company) by Charles H. Himes and Grace A. Himes by Warranty Deed dated January 24, 1984, of record in Deed Volume 340, page 820, in the Office of the Recorder of Elkhart County, Indiana, as outlined in yellow and more particularly depicted a drawing labelled Exhibit A, attached hereto and incorporated herein by this reference.

*Paragraphs 8, 9, and 10 are set forth on Exhibit B, attached hereto, and incorporated by this reference.

WITNESS MY HAND AND SEAL this 19 day of June, 1995.

Indiana Michigan Power Company(SEAL)
(Fee Owner)

BY: Donald L. Baker (SEAL)

Donald L. Baker
Environmental Affairs Director
Indiana Michigan Power Company

UNITED STATES OF AMERICA

By: _____

219 425-2118

EXHIBIT "B"
TO RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

8. The Owner shall not be responsible or liable for injuries to persons, including death, when such injuries are caused by or result from the Government's use of the premises under the terms of this agreement and are not due to the negligence of Owner.
9. Prior to entry onto property, contact James F. Quinn at (219)425-2294. Coordinate work locations with Mr. Quinn as well.
10. The Government agrees to deliver to Owner copies of all sample and test results and other documentation (including split samples if Owner so elects) which it develops or obtains relating to the exploration being conducted hereunder.

KM\RE950619.100

Talked to Doug
Wiest for
J. Quinn

2163

